



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

It is a material fact, on a motion for an injunction, that the defendant does not make or sell the patented machines, but only uses it so that the injury is a loss of royalty and not a damaging competition. *Jefferson Electric, Heat & Power Co. v. Westinghouse Electric & Mfg. Co.*, 134 Fed., 392; *Morris v. Lowell Mfg. Co.*, Fed. Cas., 9,833. Where the granting of an injunction would endanger public safety, the court will refuse to grant it. *Bliss v. City of Brooklyn*, Fed. Cas., 1,544. Also when public interests are involved, or it will cause stoppage of manufacturies which employ large number of men. *Consolidated Roller Mill Co. v. Coombs*, 39 Fed., 803. Likewise, where there is more probability of incalculable mischief from the granting than from the withholding. *Day v. Candee*, Fed. Cas., 3,676; *Morris v. Lowell Mfg. Co.*, Fed. Cas., 9,833. For the chief object of the injunction is to prevent irreparable mischief, not to give the plaintiff the means of coercing a compromise upon his own terms. *Parker v. Sears*, Fed. Cas., 10,748.

SUNDAY—NOTES—VALIDITY.—*MOSELY v. SELMA NATIONAL BANK*, 57 SOUTH., 91 (ALA.).—*Held*, that a note made and delivered on Sunday is void and cannot be ratified.

Sunday contracts are not void at common law. *Batsford v. Emery*, 44 Barb. (N. Y.), 618; *Shuman v. Shuman*, 27 Pa. St., 90. Hence the doctrine that contracts made on Sunday are void depends on statutory enactments. *Richard v. Moore*, 107 Ill., 429. But to be void, a contract must be fully consummated on Sunday. *Tyler v. Waddingham*, 58 Conn., 375; *McKinnis v. Estes*, 81 Iowa, 749; *Winchell v. Carey*, 115 Mass., 560. Thus if a note is written, dated, and signed on Sunday but is not delivered until a secular day the note is valid. *Gibbs Mfg. Co. v. Brucker*, 111 U. S., 597; *Greathead v. Walton*, 41 Conn., 235; *Stacy v. Kemp*, 97 Mass., 166. But as between the parties a note signed and delivered on Sunday is void. *Morgan v. Bailey*, 59 Ga., 683; *Stevens v. Wood*, 127 Mass., 123; *Hill v. Sherwood*, 3 Wis., 343. Some courts hold that a note, invalid because entered into on Sunday, may be subsequently ratified. *McKinney v. Demby*, 44 Ark., 74; *King v. Fleming*, 72 Ill., 21; *Orr v. Kenworthy*, 121 N. W., 539. But the weight of authority seems to be to the contrary. *Butler v. Lee*, 11 Ala., 885; *Miles v. Javrin*, 200 Mass., 514; *Brewster v. Banta*, 66 N. J. L., 367. However, this applies only as between the parties, and if such note, void by reason of having been made on Sunday, falls into the hands of a *bona fide* purchaser for value without notice, the maker is estopped to set up the Sunday defense. *Harrison v. Powers*, 76 Ga., 218; *Cumberland Bank v. Maybery*, 48 Me., 198; *Cranston v. Goss*, 107 Mass., 439; *Vinton v. Peck*, 14 Mich., 287.

TRADE MARKS—TRADE NAMES—UNFAIR COMPETITION.—*G. & C. MERRIAM CO. v. SAALFIELD*, 190 FED., 928.—The use by defendant of the name "Webster" in connection with dictionaries published by him, unaccompanied by a proper explanatory statement, *Held*, in violation of the rights of com-

plainant, whose publication had become known to the public under that name, although its right to the exclusive use of the name had expired with the copyright.

Where plaintiff has for several years sold a stove on the market with trade name "Portland," a rival dealer will be restrained from advertising or selling a different stove as the "Famous Portland." *Van Horn v. Coogan*, 52 N. J. Eq., 380. So in case of "Buster Brown," title of a comic section. *New York Herald v. Star. Co.*, 146 Fed., 204. For ultimate benefit of a trade name results to the originator of the name and equity provides a remedy to prevent his being deprived of it by unfair competition. *Drake Med. Co. v. Glessner*, 67 N. E., 722. The essence of wrong is the fraud upon the public which induces the public to take defendant's goods for plaintiff's. *Croft v. Day*, 7 Beav., 84; *Amoskeag Mfg. Co. v. Spear*, 4 N. Y. Sup. Ct., 599; *Pierce v. Guitland*, 68 Cal., 68; *Vitascope Co. v. U. S. Phon. Co.*, 83 Fed., 30; *Singer Mfg. Co. v. June Mfg. Co.*, 163 U. S., 169. Where plaintiff has acquired a reputation for a line of goods defendant will be enjoined in selling like goods except in connection with a clear statement indicating they are not goods of plaintiff. *Allegretti v. Kellar*, 85 Fed., 643.